

REMARKS

Claims 13-37 are rejected under 35 U.S.C. §112.

Claims 1-3, 5-10, 12-15, 38, 40-45, 47-48, 79-81, 83-88, 90-93, 103, 105-110, 112-113, 126-132, and 153-158 are rejected under 35 U.S.C. §102.

Claims 4, 11, 16-37, 39, 46, 49-78, 82, 89, 94-102, 104, 111, 114-125, 133-152, and 159-191 are rejected under 35 U.S.C. §103.

Claims 1, 13, 17, 79, 127, 153, 176, 180, 184, and 188 have been amended.

Claims 1-191 remain in this application.

Examiner Interview

An Examiner Interview meeting took place by telephone with Examiner Jacob Lipman, Primary Examiner Matthew Smithers, and Emmanuel Rivera on April 1, 2004. It was discussed that claims 1-191 are rejected based on U.S. Patent 5,745,569 to Moskowitz et al (Moskowitz) either alone or in combination with U.S. Patent 6,510,513 to Danieli (Danieli) or U.S. Patent 5,903,882 to Asay et al (Asay). (As discussed below, claims 22-30, 32-37, and 100-102 are rejected as unpatentable over Moskowitz in view of Official Notice, and claim 31 is rejected as being unpatentable based solely over Moskowitz).

Mr. Rivera pointed out that all of the independent claims recite “a specific one of a plurality of watermarks embedded in the software object so as to yield an actual watermark value, wherein the specific one watermark is defined by a predefined value of a watermark key”. It follows that the dependent claims also include this element.

Support exists for this claim element in the specification of the present application. In specific, “a BORE (break once run everywhere) resistant object is

1 created by embedding a relatively large number, n , of identical watermarks
2 throughout a single software object, through the use of n different watermark
3 keys.” (See page 12 of the specification).

4 Moskowitz does not disclose or suggest that *a large number* (plurality) of
5 *identical watermarks* are embedded in the same (a single) software object through
6 the use of n *different watermark keys*. Examiner Lipman presented that
7 Moskowitz discloses that multiple watermarks may be embedded in a software
8 object. Moskowitz may suggest that multiple watermarks may be embedded in a
9 software object; however, Examiner Lipman did not admit or deny that Moskowitz
10 disclose or suggest that such multiple watermarks may be identical.

11 Moskowitz does not describe identical watermarks, since identical
12 watermarks would be redundant in the context of how watermarks are used in
13 Moskowitz. Furthermore, Examiner Lipman was not sure if Moskowitz did
14 disclose identical watermarks, that these identical could have different watermark
15 keys.

16 Mr. Rivera presented that Moskowitz describes the use of a single
17 watermark key used to decode a watermark or watermarks in an object. A goal of
18 the present invention is to prevent malevolent parties from using an ill gotten
19 watermark key to use a particular software object. With the use of a particular
20 “watermark key previously provided to and stored within the system” (as further
21 recited in the independent claims), only authorized users (clients) may use the
22 software object, and specifically through the use of an “enforcer” resident on a
23 particular client computer. The provided and stored watermark key value defines
24 the “specific one watermark” such that usage rights are set if the watermark value
25 (i.e., the particular watermark key of n different watermark keys) is valid.

1 To further distinguish the claims from Moskowitz, the independent claims
2 are amended as shown in the listing of claims of this response to recite “a plurality
3 of identical watermarks embedded in the software object with different watermark
4 keys”.

5 Examiner Lipman required further review of Moskowitz and additional
6 searching to determine if the claims as presented are allowable. Applicant presents
7 further argument below for allowance of the claims.

8
9 **35 U.S.C. §112**

10 Claims 13-37 are rejected under 35 U.S.C. §112, second paragraph, as
11 being indefinite for failing to particularly point out and distinctly claim the subject
12 matter that the applicant regards as the invention.

13 Claim 13 is rejected under 35 U.S.C. §112 as being incomplete. Claim 13
14 has been amended to correct an omission. Claims 14-16 depend from claim 13.

15 Claim 17 recites the limitation “the encryption key” which lacks antecedent
16 basis. Claim 17 has been amended to correct the antecedent rejection. Claims 18-
17 37 depend from claim 17.

18
19 **35 U.S.C. §102**

20 **Claims 1-3, 5-10, 12-15, 38, 40-45, 47-48, 79-81, 83-88, 90-93, 103, 105-**
21 **110, 112-113, 126-132, and 153-158**

22 Claims 1-3, 5-10, 12-15, 38, 40-45, 47-48, 79-81, 83-88, 90-93, 103, 105-
23 110, 112-113, 126-132, and 153-158 are rejected under 35 U.S.C. §102(b) as being
24 anticipated by U.S. Patent 5,745,569 to Moskowitz et al (Moskowitz). Applicants
25 respectfully traverse the rejection.

1 The claimed invention is directed to a BORE (break once run everywhere)
2 resistant object as part of a DRM (digital rights management) system in a client
3 computer.

4 A BORE resistant object is created by embedding a relatively large number
5 of number (“n”) of identical watermarks throughout a single software object,
6 through the use of “n” different secret watermark keys. Each of the watermark
7 keys defines a starting location (e.g., time, space, frequency, etc.) in a protected
8 software object at which a corresponding watermark appears.

9 When a user downloads the protected software object through a client (user)
10 computer, the user transacts with the website of the protected software object’s
11 publisher to obtain an electronic license. The electronic license is
12 cryptographically signed by the publisher to an “enforcer” located on the client
13 computer. The enforcer specifies access rights which the publisher accords to the
14 client computer and watermark value. The enforcer has a particular watermark key
15 of the “n” different watermark keys. Whenever, the client computer attempts to
16 access a file that contains the protected software object, the enforcer examines the
17 protected software object with its particular watermark key. If the protected
18 software object contains a watermark appearing at a location specified by the
19 enforcer’s particular watermark key, the client computer accesses a license
20 database to determine whether a signed license resides in the database that is made
21 out to the particular enforcer (client computer).

22 A value of a parameter in the license must match a value of the same
23 parameter contained in a detected watermark in the protected software object. The
24 watermark effectively “glues” the protected software object and its license.
25

1 **Amended independent claim 1**, for example, recites

2 A computer system capable of accessing and controlling use of a
3 watermarked software object, the system comprising:

4 a processor; and

5 a memory having computer executable instructions stored therein;
6 and wherein the processor, in response to the stored executable instructions:

7 reads a specific one of a plurality of identical watermarks
8 embedded in the software object with different watermark keys so as
9 to yield an actual watermark value, wherein the specific one
10 watermark is defined by a predefined value of a watermark key
11 previously provided to and stored within the system; and

12 sets usage rights applicable to the object in response to the
13 actual watermark value so as to control further use of the object by
14 the computer system.

15 The system of claim 1 is not disclosed by Moskowitz. Moskowitz describes
16 a method for protecting computer code copyright by encoding the computer code
17 (a software object) into a data resource with a digital watermark that contains
18 licensing information that is interwoven with essential code resources. (See
19 Abstract of Moskowitz).

20 Moskowitz uses a single watermark key that is a function of the license
21 information of a software object, and particularly copies of the software object.
22 The single watermark key is fixed prior to final assembly of the application files of
23 the software object, and cannot be changed at the option of the user. That, in turn,
24 means the license information in a software copy must remain fixed, so that the
25 correct key is available to the software object. The watermark key and the license
 are in interchangeable. Moskowitz col. 6, lines 48-55.

1 Moskowitz does not attempt to stop copying. Rather the invention is
2 intended to determine responsibility for a copy(ies) by ensuring that licensing
3 information is preserved in descendant copies of an original software object.
4 Without correct license information, the copy cannot function. (see col. 3, lines
5 21-25). Therefore, a client is free to use the software object on multiple computers
6 as long as the licensing information is preserved. The single watermark key may
7 be used for all copies of the software object. Moskowitz actually relies on a single
8 watermark key, since that single watermark key and the license associated with the
9 software object are interchangeable. A different watermark key may mean the
10 wrong watermark key to a particular software object, or may mean a different
11 license which is directed to a different software object

12 Claim 1 particularly recites “a specific one of a plurality of identical
13 watermarks embedded in the software object with different watermark keys so as
14 to yield an actual watermark value, wherein the specific one watermark is defined
15 by a predefined value of a watermark key previously provided to and stored within
16 the system”.

17 Moskowitz does not disclose or suggest a “plurality of identical watermarks
18 embedded in the software object with different watermark keys”. Moskowitz does
19 not particular disclose, but may suggest multiple (plurality of) watermarks in an
20 object; however, these multiple watermarks are not identical. Since Moskowitz
21 intends to use a watermark to convey particular license information in the
22 computer code (object), it would be redundant and a waste of resources to provide
23 for a plurality of identical watermarks which convey the same information in a
24 particular software object as disclosed in Moskowitz. This is because, Moskowitz
25

1 discloses that a single watermark key is used to access (extract) a digital
2 watermark. (see Moskowitz, col. 6, lines 47-50).

3 The Office argues that Moskowitz discloses multiple watermarks, which is
4 not contested by the Applicants. The Office maintains that multiple watermarks
5 may be identical; however, in light what is disclosed in Moskowitz, it would be
6 counter intuitive to provide for multiple identical watermarks embedded in a single
7 software object. If identical watermarks are embedded in a single software object,
8 the single watermark key disclosed in Moskowitz extracts all of the watermarks
9 that provide the same information (e.g., license code information).

10 The different watermark keys as recited in claim 1 of the present application
11 is directed to provide a client computer access to license information (i.e., usage
12 rights) through the use of an "enforcer". If the enforcer has a particular (unique)
13 watermark key recognized by the publisher of the software object, use of the
14 software object is granted. The use of identical watermarks assures that all valid
15 clients of the software object are using the same watermark, although all of the
16 valid clients may have different watermark keys to access the software object.

17 The Office has not presented where Moskowitz discloses the use of
18 different watermark keys. As discussed Moskowitz specifically points out that it
19 does not attempt to stop copying, inferring that copies may be used on more than
20 one client computer as long as the different client computers have the proper and
21 particular watermark key to extract the watermark. In fact, Moskowitz relies on a
22 single and particular watermark key to extract the watermark. Even if multiple
23 watermarks were embedded in a software object, a single watermark key (which is
24 a function of the license information) is used as disclosed in Moskowitz. Different
25 watermark keys would mean different (and contradicting) license information. As

1 disclosed in Moskowitz, the watermark key is fixed and cannot be changed
2 (different) for the watermark to be extracted. Therefore different watermark keys
3 can not be used to extract a watermark from the particular software object.

4 Applicants respectfully request that the §102 rejection of claim 1 be
5 withdrawn.

6 **Dependent claims 2-3, 5-10, 12-15, 38, 40-45, and 47-48** are allowable by
7 virtue of their dependency on base claim 1. Applicants respectfully request that
8 the §102 rejection of claims 2-3, 5-10, 12-15, 38, 40-45, and 47-48 be withdrawn.

9 **Independent claim 79** recites in part “a specific one of a plurality of
10 identical watermarks embedded in the software object with different watermark
11 keys so as to yield an actual watermark value, wherein the specific one watermark
12 is defined by a predefined value of a watermark key previously provided to and
13 stored within the system”.

14 As presented in the arguments in support of claim 1, Moskowitz does not
15 disclose or suggest a plurality of identical watermarks embedded in the software
16 object with different watermark keys.

17 Applicants respectfully request that the §102 rejection of claim 79 be
18 withdrawn.

19 **Dependent claims 80-81, 83-88, 90-93, 103, 105-110, 112-113, and 126** are
20 allowable by virtue of their dependency on base claim 79. Applicants respectfully
21 request that the §102 rejection of claims 80-81, 83-88, 90-93, 103, 105-110, 112-
22 113, and 126 be withdrawn.

23 **Independent claim 127** recites in part “a specific one of a plurality of
24 identical watermarks embedded in the software object with different watermark
25 keys downloaded from the first server so as to yield an actual watermark value,

1 wherein the specific one watermark is defined by a predefined value of a
2 watermark key previously provided to and stored within the client computer”.

3 As presented in the arguments in support of claim 1, Moskowitz does not
4 disclose or suggest a plurality of identical watermarks embedded in the software
5 object with different watermark keys.

6 Applicants respectfully request that the §102 rejection of claim 127 be
7 withdrawn.

8 **Dependent claims 128-132** are allowable by virtue of their dependency on
9 base claim 127. Applicants respectfully request that the §102 rejection of claims
10 128-132 be withdrawn.

11 **Independent claim 153** recites in part “a specific one of a plurality of
12 identical watermarks embedded in the software object with different watermarks
13 downloaded from the first server so as to yield an actual watermark value, wherein
14 the specific one watermark is defined by a predefined value of a watermark key
15 previously provided to and stored within the client computer”.

16 As presented in the arguments in support of claim 1, Moskowitz does not
17 disclose or suggest a plurality of identical watermarks embedded in the software
18 object with different watermark keys.

19 Applicants respectfully request that the §102 rejection of claim 153 be
20 withdrawn.

21 **Dependent claims 154-158** are allowable by virtue of their dependency on
22 base claim 153. Applicants respectfully request that the §102 rejection of claims
23 154-158.

1 **35 U.S.C. §103**

2 **Claims 4, 11, 16-37, 39, 46, 49-78, 82, 89, 94-102, 104, 111, 114-125, 133-**
3 **152, and 159-191**

4 Claims 4, 11, 16-37, 39, 46, 49-78, 82, 89, 94-102, 104, 111, 114-125, 133-
5 152, and 159-191 are rejected under 35 U.S.C. §103(a) as being unpatentable over
6 Moskowitz in view of U.S. Patent 6,510,513 to Danieli (hereinafter “Danieli”).
7 Applicants respectfully traverse the rejection.

8 In actuality, the Office has rejected claims 22-30, 32-37, and 100-102 as
9 unpatentable over Moskowitz in view of Official Notice. Claim 31 is rejected as
10 being unpatentable based solely over Moskowitz.

11 **Claims 4 and 39** depend from base claim 1 and therefore comprise the
12 element “a specific one of a plurality of identical watermarks embedded in the
13 software object with different watermark keys so as to yield an actual watermark
14 value, wherein the specific one watermark is defined by a predefined value of a
15 watermark key previously provided to and stored within the system”.

16 The Office relies on Danieli as teaching “an encryption system, such as
17 watermarked software, in which when the key expires, a new key is downloaded
18 from the server”.

19 Danieli provides no assistance in light of Moskowitz as to the recited
20 systems of claims 4 and 39. Since Moskowitz does not suggest “a plurality of
21 identical watermarks embedded in the software object with different watermark
22 keys”, it would not have been obvious to combine the “encryption system ... in
23 which when the key expires, a new key is downloaded from the server” taught by
24 Danieli.
25

1 Accordingly, a combination of Moskowitz and Danieli is improper.
2 Applicants respectfully request that the §103 rejection of claims 4 and 39 be
3 withdrawn.

4 **Claims 82 and 104** depend from base claim 79 and therefore comprise the
5 element “a specific one of a plurality of identical watermarks embedded in the
6 software object with different watermark keys so as to yield an actual watermark
7 value, wherein the specific one watermark is defined by a predefined value of a
8 watermark key previously provided to and stored within the system.”

9 The Office relies on Danieli as teaching “an encryption system, such as
10 watermarked software, in which when the key expires, a new key is downloaded
11 from the server”.

12 Danieli provides no assistance in light of Moskowitz as to the recited
13 methods of claims 82 and 104. Since Moskowitz does not suggest “a plurality of
14 identical watermarks embedded in the software object with different watermark
15 keys”, it would not have been obvious to combine Moskowitz with the “encryption
16 system ... in which when the key expires, a new key is downloaded from the
17 server” taught by Danieli.

18 Accordingly, a combination of Moskowitz and Danieli is improper.
19 Applicants respectfully request that the §103 rejection of claims 82 and 104 be
20 withdrawn.

21 **Independent claims 176 and 180** recite “one of a plurality of identical
22 watermarks embedded in the watermarked software object with different
23 watermark keys”.
24
25

1 The Office relies on Danieli as teaching “an encryption system, such as
2 watermarked software, in which when the key expires, a new key is downloaded
3 from the server”.

4 Danieli provides no assistance in light of Moskowitz as to the recited
5 apparatus of claim 176 and the recited method 180. Since Moskowitz does not
6 suggest “a plurality of identical watermarks embedded in the software object with
7 different watermark keys”, it would not have been obvious to combine Moskowitz
8 with the “encryption system ... in which when the key expires, a new key is
9 downloaded from the server” taught by Danieli.

10 Accordingly, a combination of Moskowitz and Danieli is improper.
11 Applicants respectfully request that the §103 rejection of claims 82 and 104 be
12 withdrawn.

13 **Claims 11, 16, and 46** depend from base claim 1 and therefore comprise
14 the element “a specific one of a plurality of identical watermarks embedded in the
15 software object with different watermark keys so as to yield an actual watermark
16 value, wherein the specific one watermark is defined by a predefined value of a
17 watermark key previously provided to and stored within the system”.

18 The Office relies on Danieli as teaching “an encryption system, such as
19 watermarked software, in which the license is signed”.

20 Danieli provides no assistance in light of Moskowitz as to the recited
21 methods of claims 11, 16 and 46. Since Moskowitz does not suggest “a plurality
22 of identical watermarks embedded in the software object with different watermark
23 keys”, it would not have been obvious to combine the “encryption system ... in
24 which the license is signed” taught by Danieli.

1 Accordingly, a combination of Moskowitz and Danieli is improper.
2 Applicants respectfully request that the §103 rejection of claims 11, 16 and 46 be
3 withdrawn.

4 **Claims 89, 94-99 and 111** depend from base claim 79 and therefore
5 comprise the element “a specific one of a plurality of identical watermarks
6 embedded in the software object with different watermark keys so as to yield an
7 actual watermark value, wherein the specific one watermark is defined by a
8 predefined value of a watermark key previously provided to and stored within the
9 system.”

10 The Office relies on Danieli as teaching “an encryption system, such as
11 watermarked software, in which the license is signed”.

12 Danieli provides no assistance in light of Moskowitz as to the recited
13 methods of claims 89, 94-99 and 111. Since Moskowitz does not suggest “a
14 plurality of identical watermarks embedded in the software object with different
15 watermark keys”, it would not have been obvious to combine the “encryption
16 system ... in which the license is signed” taught by Danieli.

17 Accordingly, a combination of Moskowitz and Danieli is improper.
18 Applicants respectfully request that the §103 rejection of claims 89, 94-99 and 111
19 be withdrawn.

20 **Claims 49-78** depend from base claim 1 and therefore comprise the element
21 “a specific one of a plurality of identical watermarks embedded in the software
22 object with different watermark keys so as to yield an actual watermark value,
23 wherein the specific one watermark is defined by a predefined value of a
24 watermark key previously provided to and stored within the system”.

1 The Office relies on Danieli as teaching “an encryption system, such as
2 watermarked software, in which the license is acquired from a server over a secure
3 network”.

4 Danieli provides no assistance in light of Moskowitz as to the recited
5 methods of claims 49-78. Since Moskowitz does not suggest “a plurality of
6 identical watermarks embedded in the software object with different watermark
7 keys”, it would not have been obvious to combine the “an encryption system, such
8 as watermarked software, in which the license is acquired from a server over a
9 secure network” taught by Danieli.

10 Accordingly, a combination of Moskowitz and Danieli is improper.
11 Applicants respectfully request that the §103 rejection of claims 49-78 be
12 withdrawn.

13 Claims 114-125 depend from base claim 79 and therefore comprise the
14 element “a specific one of a plurality of identical watermarks embedded in the
15 software object with different watermark keys so as to yield an actual watermark
16 value, wherein the specific one watermark is defined by a predefined value of a
17 watermark key previously provided to and stored within the system.”

18 The Office relies on Danieli as teaching “an encryption system, such as
19 watermarked software, in which the license is acquired from a server over a secure
20 network”.

21 Danieli provides no assistance in light of Moskowitz as to the recited
22 methods of claims 114-125. Since Moskowitz does not suggest “a plurality of
23 identical watermarks embedded in the software object with different watermark
24 keys”, it would not have been obvious to combine the “an encryption system, such
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1 as watermarked software, in which the license is acquired from a server over a
2 secure network” taught by Danieli.

3 Accordingly, a combination of Moskowitz and Danieli is improper.
4 Applicants respectfully request that the §103 rejection of claims 114-125 be
5 withdrawn.

6 **Claims 133-152** depend from base claim 127 and therefore comprise the
7 element “one of a plurality of identical watermarks embedded in the software
8 object with different watermark keys downloaded from the first server so as to
9 yield an actual watermark value, wherein the specific one watermark is defined by
10 a predefined value of a watermark key previously provided to and stored within the
11 client computer”.

12 The Office relies on Danieli as teaching “an encryption system, such as
13 watermarked software, in which the license is acquired from a server over a secure
14 network”.

15 Danieli provides no assistance in light of Moskowitz as to the recited
16 apparatuses of claims 133-152. Since Moskowitz does not suggest “a plurality of
17 identical watermarks embedded in the software object with different watermark
18 keys”, it would not have been obvious to combine the “an encryption system, such
19 as watermarked software, in which the license is acquired from a server over a
20 secure network” taught by Danieli.

21 Accordingly, a combination of Moskowitz and Danieli is improper.
22 Applicants respectfully request that the §103 rejection of claims 133-152 be
23 withdrawn.

24 **Claims 159-175** depend from base claim 153 and therefore comprise the
25 element “a specific one of a plurality of identical watermarks embedded in the

1 software object with different watermarks downloaded from the first server so as
2 to yield an actual watermark value, wherein the specific one watermark is defined
3 by a predefined value of a watermark key previously provided to and stored within
4 the client computer”.

5 The Office relies on Danieli as teaching “an encryption system, such as
6 watermarked software, in which the license is acquired from a server over a secure
7 network”.

8 Danieli provides no assistance in light of Moskowitz as to the recited
9 apparatuses of claims 159-175. Since Moskowitz does not suggest “a plurality of
10 identical watermarks embedded in the software object with different watermark
11 keys”, it would not have been obvious to combine the “an encryption system, such
12 as watermarked software, in which the license is acquired from a server over a
13 secure network” taught by Danieli.

14 Accordingly, a combination of Moskowitz and Danieli is improper.
15 Applicants respectfully request that the §103 rejection of claims 159-175 be
16 withdrawn.

17 **Independent claims 176, 180, 184, and 190** recite “one of a plurality of
18 identical watermarks embedded in the watermarked software object with different
19 watermark keys”.

20 **Claims 177-179** depend from base claim 176; **claims 181-183** depend from
21 base claim 180; **claims 185-187** depend from base claim 184; and **claims 189-191**
22 depend from base claim 188, therefore comprise the element “one of a plurality of
23 identical watermarks embedded in the watermarked software object with different
24 watermark keys.”
25

1 Danieli provides no assistance in light of Moskowitz as to the recited
2 apparatuses of claims 176-179; the systems of claims 180-183; the apparatuses of
3 claims 184-187; and the methods of claims 188-191. Since Moskowitz does not
4 suggest “a plurality of identical watermarks embedded in the software object with
5 different watermark keys”, it would not have been obvious to combine the “an
6 encryption system, such as watermarked software, in which the license is acquired
7 from a server over a secure network” taught by Danieli.

8 Accordingly, a combination of Moskowitz and Danieli is improper.
9 Applicants respectfully request that the §103 rejection of claims 176-191 be
10 withdrawn.

11 Claims 4, 11, 16-37, 39, 46, 49-78, 82, 89, 94-102, 104, 111, 114-125, 133-
12 152, and 159-191 are rejected under 35 U.S.C. §103(a) as being unpatentable over
13 Moskowitz in view of U.S. Patent 5,903,882 to Asay et al (hereinafter “Asay”).
14 Applicants respectfully traverse the rejection.

15 **Claims 4 and 39** depend from base claim 1 and therefore comprise the
16 element “a specific one of a plurality of identical watermarks embedded in the
17 software object with different watermark keys so as to yield an actual watermark
18 value, wherein the specific one watermark is defined by a predefined value of a
19 watermark key previously provided to and stored within the system”.

20 The Office relies on Asay as teaching “an encryption system, such as
21 watermarked software, in which when the key expires, a new key is downloaded
22 from the server”.

23 Asay provides no assistance in light of Moskowitz as to the recited systems
24 of claims 4 and 39. Since Moskowitz does not suggest “a plurality of identical
25 watermarks embedded in the software object with different watermark keys”, it

1 would not have been obvious to combine the “expired key update system” taught
2 by Asay.

3 Accordingly, a combination of Moskowitz and Asay is improper.
4 Applicants respectfully request that the §103 rejection of claims 4 and 39 be
5 withdrawn.

6 **Claims 82 and 104** depend from base claim 79 and therefore comprise the
7 element “a specific one of a plurality of identical watermarks embedded in the
8 software object with different watermark keys so as to yield an actual watermark
9 value, wherein the specific one watermark is defined by a predefined value of a
10 watermark key previously provided to and stored within the system.”

11 The Office relies on Asay as teaching “an encryption system, such as
12 watermarked software, in which when the key expires, a new key is downloaded
13 from the server”.

14 Asay provides no assistance in light of Moskowitz as to the recited systems
15 of claims 82 and 104. Since Moskowitz does not suggest “a plurality of identical
16 watermarks embedded in the software object with different watermark keys”, it
17 would not have been obvious to combine the “expired key update system” taught
18 by Asay

19 Accordingly, a combination of Moskowitz and Asay is improper.
20 Applicants respectfully request that the §103 rejection of claims 82 and 104 be
21 withdrawn.

22 **Independent claims 176 and 180** recite “one of a plurality of identical
23 watermarks embedded in the watermarked software object with different
24 watermark keys”.
25

1 The Office relies on Asay as teaching “an encryption system, such as
2 watermarked software, in which when the key expires, a new key is downloaded
3 from the server”.

4 Asay provides no assistance in light of Moskowitz as to the recited systems
5 of claims 176 and 180. Since Moskowitz does not suggest “a plurality of identical
6 watermarks embedded in the software object with different watermark keys”, it
7 would not have been obvious to combine the “expired key update system” taught
8 by Asay

9 Accordingly, a combination of Moskowitz and Asay is improper.
10 Applicants respectfully request that the §103 rejection of claims 176 and 180 be
11 withdrawn.

12 **Claims 11, 16, and 46** depend from base claim 1 and therefore comprise
13 the element “a specific one of a plurality of identical watermarks embedded in the
14 software object with different watermark keys so as to yield an actual watermark
15 value, wherein the specific one watermark is defined by a predefined value of a
16 watermark key previously provided to and stored within the system”.

17 The Office relies on Asay as teaching “an encryption system in which the
18 license is signed”.

19 Asay provides no assistance in light of Moskowitz as to the recited methods
20 of claims 11, 16 and 46. Since Moskowitz does not suggest “a plurality of
21 identical watermarks embedded in the software object with different watermark
22 keys”, it would not have been obvious to combine the “signed license” taught by
23 Asay.

1 Accordingly, a combination of Moskowitz and Asay is improper.
2 Applicants respectfully request that the §103 rejection of claims 11, 16 and 46 be
3 withdrawn.

4 Claims 89, 94-99 and 111 depend from base claim 79 and therefore
5 comprise the element “a specific one of a plurality of identical watermarks
6 embedded in the software object with different watermark keys so as to yield an
7 actual watermark value, wherein the specific one watermark is defined by a
8 predefined value of a watermark key previously provided to and stored within the
9 system.”

10 The Office relies on Asay as teaching “an encryption system in which the
11 license is signed”.

12 Asay provides no assistance in light of Moskowitz as to the recited methods
13 of claims 89, 94-99 and 111. Since Moskowitz does not suggest “a plurality of
14 identical watermarks embedded in the software object with different watermark
15 keys”, it would not have been obvious to combine the “signed license” taught by
16 Asay.

17 Accordingly, a combination of Moskowitz and Asay is improper.
18 Applicants respectfully request that the §103 rejection of claims 89, 94-99 and 111
19 be withdrawn.

20 Claims 49-78 depend from base claim 1 and therefore comprise the element
21 “a specific one of a plurality of identical watermarks embedded in the software
22 object with different watermark keys so as to yield an actual watermark value,
23 wherein the specific one watermark is defined by a predefined value of a
24 watermark key previously provided to and stored within the system”.

1 The Office relies on Asay as teaching “an encryption system in which the
2 license is acquired from a server over a secure network”.

3 Asay provides no assistance in light of Moskowitz as to the recited methods
4 of claims 49-78. Since Moskowitz does not suggest “a plurality of identical
5 watermarks embedded in the software object with different watermark keys”, it
6 would not have been obvious to combine the “securely distributed license” taught
7 by Asay.

8 Accordingly, a combination of Moskowitz and Asay is improper.
9 Applicants respectfully request that the §103 rejection of claims 49-78 be
10 withdrawn.

11 Claims 114-125 depend from base claim 79 and therefore comprise the
12 element “a specific one of a plurality of identical watermarks embedded in the
13 software object with different watermark keys so as to yield an actual watermark
14 value, wherein the specific one watermark is defined by a predefined value of a
15 watermark key previously provided to and stored within the system.”

16 The Office relies on Asay as teaching “an encryption system in which the
17 license is acquired from a server over a secure network”.

18 Asay provides no assistance in light of Moskowitz as to the recited methods
19 of claims 114-125. Since Moskowitz does not suggest “a plurality of identical
20 watermarks embedded in the software object with different watermark keys”, it
21 would not have been obvious to combine the “securely distributed license” taught
22 by Asay.

23 Accordingly, a combination of Moskowitz and Asay is improper.
24 Applicants respectfully request that the §103 rejection of claims 114-125 be
25 withdrawn.

1 **Claims 133-152** depend from base claim 127 and therefore comprise the
2 element “one of a plurality of identical watermarks embedded in the software
3 object with different watermark keys downloaded from the first server so as to
4 yield an actual watermark value, wherein the specific one watermark is defined by
5 a predefined value of a watermark key previously provided to and stored within the
6 client computer”.

7 The Office relies on Asay as teaching “an encryption system in which the
8 license is acquired from a server over a secure network”.

9 Asay provides no assistance in light of Moskowitz as to the recited methods
10 of claims 133-152. Since Moskowitz does not suggest “a plurality of identical
11 watermarks embedded in the software object with different watermark keys”, it
12 would not have been obvious to combine the “securely distributed license” taught
13 by Asay.

14 Accordingly, a combination of Moskowitz and Asay is improper.
15 Applicants respectfully request that the §103 rejection of claims 133-152 be
16 withdrawn.

17 **Claims 159-175** depend from base claim 153 and therefore comprise the
18 element “a specific one of a plurality of identical watermarks embedded in the
19 software object with different watermarks downloaded from the first server so as
20 to yield an actual watermark value, wherein the specific one watermark is defined
21 by a predefined value of a watermark key previously provided to and stored within
22 the client computer”.

23 The Office relies on Asay as teaching “an encryption system in which the
24 license is acquired from a server over a secure network”.

25

1 Asay provides no assistance in light of Moskowitz as to the recited methods
2 of claims 159-175. Since Moskowitz does not suggest “a plurality of identical
3 watermarks embedded in the software object with different watermark keys”, it
4 would not have been obvious to combine the “securely distributed license” taught
5 by Asay.

6 Accordingly, a combination of Moskowitz and Asay is improper.
7 Applicants respectfully request that the §103 rejection of claims 159-175 be
8 withdrawn.

9 **Independent claims 176, 180, 184, and 190** recite “one of a plurality of
10 identical watermarks embedded in the watermarked software object with different
11 watermark keys”.

12 **Claims 177-179** depend from base claim 176; **claims 181-183** depend from
13 base claim 180; **claims 185-187** depend from base claim 184; and **claims 189-191**
14 depend from base claim 188, therefore comprise the element “one of a plurality of
15 identical watermarks embedded in the watermarked software object with different
16 watermark keys.”

17 Asay provides no assistance in light of Moskowitz as to the recited
18 apparatuses of claims 176-179; the systems of claims 180-183; the apparatuses of
19 claims 184-187; and the methods of claims 188-191. Since Moskowitz does not
20 suggest “a plurality of identical watermarks embedded in the software object with
21 different watermark keys”, it would not have been obvious to combine the
22 “securely distributed license” taught by Asay.

23 Accordingly, a combination of Moskowitz and Asay is improper.
24 Applicants respectfully request that the §103 rejection of claims 176-191 be
25 withdrawn.

1 Claims 22-30, and 32-37 depend from base claim 1 and therefore comprise
2 the element “a specific one of a plurality of identical watermarks embedded in the
3 software object with different watermark keys so as to yield an actual watermark
4 value, wherein the specific one watermark is defined by a predefined value of a
5 watermark key previously provided to and stored within the system”.

6 The Examiner takes Official Notice that “encrypting distributed files with
7 symmetric and/or asymmetric keys is well known in the art, and it would have
8 been obvious to one of ordinary skill in the art to encrypt the object for distribution
9 to further deter pirating of the software”.

10 The Examiner’s Official Notice provides no assistance in light of
11 Moskowitz as to the recited methods of claims 22-30, and 32-37. Since
12 Moskowitz does not suggest “a plurality of identical watermarks embedded in the
13 software object with different watermark keys”, it would not have been obvious to
14 combine the “encrypting distributed files with symmetric and/or asymmetric keys”
15 that Examiner has taken Official Notice as is well known in the art.

16 Accordingly, a combination of Moskowitz and Examiner’s Official Notice
17 is improper. Applicants respectfully request that the §103 rejection of claims 22-
18 30, and 32-37 be withdrawn.

19 Claims 100-102 depend from base claim 79 and therefore comprise the
20 element “a specific one of a plurality of identical watermarks embedded in the
21 software object with different watermark keys so as to yield an actual watermark
22 value, wherein the specific one watermark is defined by a predefined value of a
23 watermark key previously provided to and stored within the system.”

24 The Examiner takes Official Notice that “encrypting distributed files with
25 symmetric and/or asymmetric keys is well known in the art, and it would have

1 been obvious to one of ordinary skill in the art to encrypt the object for distribution
2 to further deter pirating of the software”.

3 The Examiner’s Official Notice provides no assistance in light of
4 Moskowitz as to the recited methods of claims 100-102. Since Moskowitz does
5 not suggest “a plurality of identical watermarks embedded in the software object
6 with different watermark keys”, it would not have been obvious to combine the
7 “encrypting distributed files with symmetric and/or asymmetric keys” that
8 Examiner has taken Official Notice as is well known in the art.

9 Accordingly, a combination of Moskowitz and Examiner’s Official Notice
10 is improper. Applicants respectfully request that the §103 rejection of claims 100-
11 102 be withdrawn.

12 Claim 31 depends from base claim 1 and therefore comprise the element “a
13 specific one of a plurality of identical watermarks embedded in the software object
14 with different watermark keys so as to yield an actual watermark value, wherein
15 the specific one watermark is defined by a predefined value of a watermark key
16 previously provided to and stored within the system”.

17 The Office further relies on Moskowitz as disclosing “keys can be acquired
18 with a payment scheme”.

19 Since Moskowitz does not suggest “a plurality of identical watermarks
20 embedded in the software object with different watermark keys”, it would not have
21 been obvious to combine the suggestion of Moskowitz that “keys can be acquired
22 with a payment scheme”.

23 Accordingly, the rejection based Moskowitz is improper. Applicants
24 respectfully request that the §103 rejection of claim 31 be withdrawn.
25

1 **CONCLUSION**

2 All pending claims 1-191 are in condition for allowance. Applicant
3 respectfully requests reconsideration and prompt issuance of the subject
4 application. If any issues remain that prevent issuance of this application, the
5 Examiner is urged to contact the undersigned attorney before issuing a subsequent
6 Action.

7
8
9
10 Dated: 4/22/04

Respectfully Submitted,

By: 

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